DEPARTMENT OF SOCIAL SERVICES

744 P Street, Sacramento, CA 95814



October 1, 2003

PROSPECTIVE PROPOSER

REQUEST FOR PROPOSALS (RFP) 03-21: FOR THE PROVISION OF ALCOHOL AND OTHER DRUG OUTPATIENT TREATMENT SERVICES FOR LOW-INCOME WOMEN

The California Department of Social Services (CDSS) invites your response to the enclosed Request for Proposals (RFP) to implement Alcohol and Other Drug Outpatient and Treatment Services for Low-Income Women.

Proposals submitted in response to this RFP must be received by **3:00 p. m.** on **November 3, 2003**, and may be mailed or delivered to the following address:

California Department of Social Services Contracts Bureau, Room 700 744 P Street, M.S. 7-747 Sacramento, CA 95814

Attention: Patrick M. McCarthy

Proposals must be sealed in an envelope with the bidder's business name and return address indicated on the outside of the envelope. The words "SEALED BID, DO NOT OPEN; RFP 03-21, DUE 11/3/03" must be printed or typed on the front of the envelope.

Any proposal received after the submission deadline cannot be considered since it will not meet all requirements of the RFP. A POSTMARK WILL NOT BE ACCEPTED AS MEETING THE DELIVERY TIME if the Contracts Bureau receives the proposal after the submission deadline. If you are delivering the proposal in person, please allow extra time to clear the security procedures in the building.

The competitive bidding process used for this procurement of services is the secondary RFP method. All proposals will first be reviewed for compliance with the proposal format and content requirements of the RFP. Proposals meeting these requirements will then be evaluated by the Evaluation Committee. The proposals with the highest scores will be eligible for contract award.

If you have any questions, please contact Patrick M. McCarthy, Contract Officer, at (916) 654-1923.

Sincerely,

Original Document Signed By

EVA L. LOPEZ, Chief Contracts Bureau

Enclosure

REQUEST FOR PROPOSALS (RFP) FOR THE PROVISION OF ALCOHOL AND OTHER DRUG OUTPATIENT TREATMENT SERVICES FOR LOW-INCOME WOMEN

RFP 03-21

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RFP 03-21 TIMELINE

THE FOLLOWING SCHEDULE MAY BE ALTERED AT ANY TIME WITHOUT PRIOR NOTIFICATION. The RFP submission deadline is absolute. Proposals not received in the California Department of Social Services (CDSS), Contracts Bureau, by the date and time specified WILL NOT BE ACCEPTED.

Activity RFP Released	Date October 1, 2003	Contact/Phone Patrick M. McCarthy (916) 654-1923	Location Contracts Bureau 744 P Street, M.S. 7-747 Room 700 Sacramento CA 95814
RFP Submission Deadline	November 3, 2003 3:00 p.m.	Patrick M. McCarthy (916) 654-1923	Contracts Bureau (address same as above)
Evaluation of Proposals Completed	November 12, 2003	Patrick M. McCarthy (916) 654-1923	Contracts Bureau (address same as above)
Post Notice of Intent to Award	November 14, 2003	Patrick M. McCarthy (916) 654-1923	Contracts Bureau (address same as above)
Final Date and Time for Receipt of "Intent to Protest" Letter	November 21, 2003 3:00 p.m.	Protest Coordinator DGS Office of Legal Services	Dept. of General Services Office of Legal Services 707 Third Street, 7 th Floor West Sacramento, CA 95605
cc cc		CDSS Contracts Bureau	Contracts Bureau (address same as above)
Mail Notification of Proposed Award and Denial(s)	November 26, 2003	Patrick M. McCarthy (916) 654-1923	Contracts Bureau (address same as above)
Final Date for Receipt of Protest of Award*	November 26, 2003 3:00 p.m.	Protest Coordinator DGS Office of Legal Services	Dept. of General Services (address same as above)

^{*}Protesting Bidder MUST submit a full and complete written statement specifying the grounds for the protest no later than five (5) calendar days after filing a letter of Intent to Protest. The latest date and time for acceptance of a detailed protest is 3:00 p.m. on November 26, 2003.

SECTION I. INTRODUCTION

A. BACKGROUND

In 2000, the California Department of Social Services (CDSS) recognized that many low-income women in need of alcohol and other drug (AOD) treatment were not receiving outpatient and transitional services that included job training and job retention activities upon completion of their residential treatment. Also, there was a need to integrate AOD treatment with benefits and services available to these women through California Work Opportunity and Responsibility to Kids (CalWORKs), Child Protective Services (CPS), and One-Stop Centers.

Without additional services, many women would not receive all of the services that they may be eligible for or need. In response, CDSS developed the AOD Outpatient Treatment Services Program for Low Income Women as a key strategy for providing an alternative service delivery for transitional services in an outpatient setting.

The program became fully operational in January 2001. As successful bidders of the Department's Request for Proposal (RFP) process, eleven substance abuse treatment providers were awarded contracts for the time period of January 2001 through December 2003. The current contractual period will end on December 31, 2003. In order to continue providing outpatient substance abuse treatment services to women whose income levels are at or below the poverty level, CDSS is issuing a new RFP.

B. Purpose

The overall purpose of this RFP is to fund residential facilities to do the following:

- Increase their substance abuse treatment outpatient service delivery capacity.
- Provide transitional services, including housing.
- Explore methods for future funding.

Through this RFP, CDSS is soliciting proposals from non-profit treatment programs that are interested in delivering services to low income women in an outpatient setting.

The Department is targeting those programs that have demonstrated a history and experience in establishing and providing AOD assessment, referral, outreach and outpatient treatment services. And where appropriate, these AOD programs have demonstrated the ability to provide a defined continuum of care from one treatment or service modality to another.

Another purpose for the RFP is to increase the funding available to providers to enhance their substance abuse service delivery options. This affords AOD treatment providers the opportunity to structure their outpatient programs in a manner that is consistent with California's CalWORKs and Title XX goals which are cited below:

- Preventing, reducing, eliminating dependency, and increasing self-sufficiency.
- Preventing or remedying neglect, abuse, exploitation of children and adults unable to protect their own interests.
- Preserving, rehabilitating, or reuniting families.

CDSS recognizes that there is a lack of affordable and equitable housing for low-income families. To the extent possible, within the limits of this program and associated funding, CDSS will provide funds to the winning bidders to provide "Aftercare Supportive Housing" (see Attachment I for guidelines).

SECTION II. SCOPE OF WORK

A. DEFINITIONS

- Low-Income Women: Women whose income level is at or below 200% of the federal poverty level. Women do not have to be parents,
 CalWORKs clients or recipients of any other federal, state or local assistance program to participate. A declaration from the participant that she meets the income requirements is sufficient.
- 2. **Case Management:** A structured, participant-centered, goal-oriented process for assessing the need and assisting the participant in obtaining services, which must be provided in an outpatient setting. There is no minimum or maximum number of treatment hours.
- 3. **Outpatient Treatment Services:** AOD counseling and treatment, case management, assessment, and where appropriate, referrals, AOD education, 12-Step meetings, and other services that are provided in a non-residential outpatient setting that promotes sobriety and recovery from substance abuse.
- 4. **Transitional Housing Services (optional):** Transitional housing is a sober and clean structured residence where the participant may reside during the course of their outpatient treatment.
- 5. **Aftercare Services (optional):** Services that are provided for the participant after the completion of AOD outpatient treatment program to enhance the participants' success in sustaining their recovery.
- 6. **Aftercare Supportive Housing (optional):** A structured housing program that includes aftercare case management services to assist program participants who have completed the AOD outpatient treatment program. Case management for this subcomponent shall include monitoring the progress of the participants to assess program outcomes (See Attachment I for guidelines).

B. SERVICES

The Department is seeking to fund bidders that have demonstrated a record of providing effective and efficient AOD services for women. The services may include, but are not limited, to the following activities:

 Case management services including at least monthly face-to-face and collateral contacts. Special efforts shall be directed at coordinating with relevant social services agencies to determine services the program participant may be eligible for, and to assist the participant in securing these services. AOD services that are provided in outpatient setting may be designed as a continuation of care for services, which were previously provided during the residential treatment period. Or, the client may be a newly enrolled participant in outpatient substance abuse treatment services without prior residential treatment experience.

In either case, these services shall be designed to do the following:

- a. promote sobriety and recovery;
- b. prevent relapse;
- c. support the participant's gradual transition into the community; and
- d. assist in the procurement and maintenance of gainful employment.
- 3. Periodic needs assessments that monitor the participant's progress. These services shall be gender specific and culturally relevant.
- 4. On-site job training and retention services and coordination assistance with local County Welfare Departments, One-Stop Centers or other types of employment assistance agencies to ensure the client is accessing the services to become gainfully employed.
- 5. Provision of services that assist with the transition back into the community such as education, life skills, job skills, anger management, individual or group counseling, domestic abuse counseling, and vocational education and support. Or, the bidder shall establish formal linkages with community-based organizations that provide these services and assist the client in accessing them.
- 6. If the client has children, coordination with local governmental agencies on family activities that ensure the safety and protection of the children.
- 7. If the client has children, training in parenting skills directly involving the mother-child dyad and whenever possible, involving other family members.
- 8. Family planning counseling.
- 9. Assistance with transportation and the arrangement or provision of child care necessary for participation in services.
- 10. Transitional housing services for persons who are enrolled in AOD outpatient treatment that is funded through this RFP and complying with the program's policies and procedures. These clean and sober residential living services shall be structured and time-limited. They shall not extend past the time period that the participant is actively enrolled and participating in

outpatient AOD treatment services. Under no circumstances may funds be paid directly to the program participant for housing.

- 11. Aftercare Services, as appropriate and determined by the bidder, may be provided for participants upon their successful completion of the outpatient substance abuse treatment program. The aftercare services may include, but are not limited to, case management, 12-Step groups/meetings, counseling, substance abuse treatment, educational classes, job training, coordination and linkages to other social services, such as childcare, family reunification, family counseling, etc., for a limited time period that is to be determined by the contractor.
- 12. Aftercare supportive housing services may be provided for a specified number of aftercare participants to assist them with securing and/or maintaining government or private permanent housing. The bidder may pay up to 80 percent of cost for housing for participants who have completed the AOD outpatient program and are enrolled and participating in aftercare services. The bidder may also choose to pay the participant's rental and/or cleaning deposits.

These payments must be made directly to landlords or rental agencies for persons who have completed the AOD outpatient program and are participating in aftercare services. Or, the program may develop and implement a voucher or cash/check accounting system to provide funding for housing to the landlord or rental agency. Under no circumstances may funds be paid directly to the program participant for housing.

Initially, the bidder may provide the housing subsidy for up to 12 consecutive months. Contingent upon the availability of subsequent funding and a contract amendment, the bidder may extend the funding for aftercare supportive housing, for the same participant, for an additional 12 months. No bidder may fund the same participant's housing costs for more than 24 months with funding provided through this RFP.

The bidder may use up to 20 percent of their overall budget or up to \$50,000, whichever is less, to provide housing for participants in aftercare supportive housing services. These funds are to be used solely for housing costs, cleaning and/or rental security deposits. Other aftercare services (e.g. case management) costs are to be calculated within the personnel section of the overall budget.

13. The sober living transitional housing and/or the aftercare supportive housing services may be provided by the bidder or through a subcontract. If the bidder subcontracts for such services, the bidder must define its methodology and provide a budget detail for the subcontract.

C. OTHER SERVICES

All bidders must describe in the body of the proposal all other proposed treatment services that are not listed in Section B above that they intend to provide, or services that clients may access, as part of the program funded through this RFP. See Section IV; Item D, Body of Proposal.

D. TREATMENT SERVICES PLAN

An individual treatment services plan incorporating the appropriate services as described in Sections A, B and C above must be developed and implemented for each program participant based on an assessment of her individual needs. This plan must be routinely updated to continually meet the on-going and current needs of the client, and be in compliance with certification standards required by the Department of Alcohol and Drug Programs (ADP). The treatment services plan must be retained in the client file, which shall be maintained in a manner that adheres to all confidentiality laws in respect to substance abuse treatment clients.

If aftercare services are provided, the treatment services plan and/or case notes shall be continued and maintained for the participant throughout the duration of the person's participation in the program.

E. REPORT REQUIREMENTS

Successful bidder contracts will require the provider to collect and submit information according to the reporting instructions and format required by CDSS. The information shall include, but not be limited to, the following:

- 1. Services that were provided or that the agency assisted participants in accessing.
- 2. Number of hours spent on case management, counseling, outpatient treatment services, and administrative/staff activities.
- 3. Age and number of participants that were enrolled and served monthly.
- 4. Number of participants enrolled in CalWORKs and the number of non-CalWORKs participants that are served monthly.
- 5. Number of participants who exited the program during the report period and did not complete implementation of their treatment services plan.
- 6. Number of participants who completed the program.
- 7. Number of participants who gained employment, resumed their education, enrolled in job training activities, and/or attended employment related training programs.

- 8. Number of participants who lost employment, dropped out of or stopped attending employment related training programs or stopped attending school.
- Number of participants who were linked with community based organizations or local governmental agencies such as CalWORKs, CPS, One Stop Centers, etc.
- 10. If the participants have children, the number of children served directly with awarded funds.
- 11. Number of participants who participated in family reunification services, regained legal custody of their children or who were in jeopardy of losing custody and were able to retain custody as a result of the services received.
- 12. Number of hours the agency conducted community outreach.
- 13. Total number of participants needing housing.
- 14. Issues or barriers the program has encountered and corrective actions employed to resolve issues and barriers.
- 15. Specific services designed to help participants achieve economic self-sufficiency.
- 16. Best practices used to assist participants with their successful completion.
- 17. Other information/services that CDSS should know about this project. At minimum, provide information regarding implementation of these services as compared to your proposed plan.

F. AUDIT REQUIREMENTS

Winning bidders must use a portion of the awarded funds to hire an independent auditor to provide an annual fiscal audit of the program funded by this RFP. Please include this calculation in your proposed budget. The audit results must be submitted to CDSS within 30 calendar days of the end of the annual contract period.

SECTION III. RULES AND CONDITIONS

A. GENERAL INFORMATION

1. Whom to Contact for Information

Please direct all inquires concerning this RFP to:

Patrick M. McCarthy, Contracts Officer Contracts Bureau California Department of Social Services 744 P Street, Mail Station 7-747 Sacramento, CA 95814 Telephone: (916) 654-1923

Fax: (916) 657-2362

E-mail patrick.mccarthy@dss.ca.gov

As of the issuance of this RFP, bidders may contact **only** the individual identified above and are specifically directed <u>not</u> to contact other CDSS personnel for meetings, conferences, or technical discussions related to the RFP. No questions will be answered by other CDSS staff.

2. Secondary RFP Method

The competitive bidding process being used for this procurement of services is the RFP secondary method. Proposals will first be reviewed for compliance with Section IV, Proposal Format and Content. Those proposals that meet these requirements will then be evaluated according to the criteria in Section V, Selection Process and Evaluation Criteria. The highest scoring proposals will be awarded the contracts.

3. Who May Submit Proposals

In order to submit a proposal, the bidder must meet all the following requirements:

- a. Bidders must be a non-profit, non-governmental residential alcohol and other drug treatment facility that serves women.
- b. All bidders' AOD residential programs must be licensed by ADP, and fulfill all obligations required by the licensure standards, and remain licensed and in good standing throughout the life of the CDSS contract period.
- c. Except as provided for in Section IV; Item D3(c), all bidders must be certified to conduct business for outpatient AOD services in California by ADP, fulfill all obligations required by the certification standards, and

remain certified and in good standing throughout the life of the CDSS contract period.

- d. Except as provided for in Section IV; Item D3(d), all transitional sober living programs must be registered with California Association of Addictions and Recovery Resources (CAARR) and fulfill all obligations required by the registration standards, and remain in good standing throughout the life of the CDSS contract period.
- e. Bidders must provide a current copy of all certifications, licenses and/or registration certificates with their proposals.

4. Term of Contract

Depending upon available funding, the anticipated term of any resultant contract is from January 1, 2004 through December 31, 2004, with an option from CDSS to renew for up to two additional twelve month periods through December 31, 2006. However, the date of final execution of the contract shall be the governing factor as to the date of commencement of work.

5. Budgeted Funding

As the result of this RFP, it is anticipated that contracts totaling no more than two million dollars (\$2,000,000) will be awarded annually. Continued funding past Fiscal Year 2003/2004 is contingent upon funds being made available in subsequent Budget Acts.

With the secondary RFP procurement process, the highest scored proposals will be eligible for contract award. See Item D, Award of Contract and Commencement of Work below.

6. Interpretations and Addenda

The CDSS reserves the right to amend, alter, or change the rules and conditions contained in this RFP prior to the deadline for submission of proposals. Any revisions to the RFP will be accomplished through an addenda or supplements to the RFP and shall become a part of the RFP. The State will not be responsible for any other explanation or interpretation. All addenda will be sent to all persons and entities to which CDSS sent copies of this RFP.

7. Bidder's Cost of Developing Proposal

Costs of developing and submitting proposals are entirely the responsibility of the bidder and shall not be reimbursed in any way by the State.

8. Only One Proposal for the RFP

Bidders may submit only <u>one proposal</u> for the RFP for Alcohol and Other Drug Outpatient and Transitional Services for Low-Income Women. The proposal must be inclusive of all requirements described in this RFP. More than one proposal will not be accepted from any bidder.

9. Proposal Error Correction

If a bidder realizes before the proposal submission deadline that he or she has made an error in the proposal, the bidder may submit a request to CDSS in writing requesting that the proposal be withdrawn. On or before the proposal submission deadline, the bidder may resubmit another proposal with the error(s) corrected. Once the proposal submission deadline has passed, all proposals shall stand as written.

10. Confidentiality of Proposals

CDSS shall keep all proposals confidential until the evaluation process is completed and a notice of intent to award has been posted. Submission of a proposal by a bidder shall constitute agreement to public disclosure of the proposal after the notice of intent to award is posted.

11. Disposition of Proposals

All proposals submitted become the property of the CDSS and may be returned, upon request, only at the option of CDSS, and at the bidder's expense.

12. CDSS Use of Ideas and Concepts

The CDSS reserves the right to use any and all ideas or concepts in any proposal submitted and/or selected for the award of the contract.

13. Small Business Preference

Section 14835, et seq. of the California Government Code requires that a five percent preference be given to bidders who qualify as a small business. The rules and regulations of this law, including the definition of small business for the delivery of services, are contained in Title 2, California Administrative Code, Section 1896, et seq. To claim the small business preference, which may not exceed \$50,000.00 for any bid, your firm must have its principal place of business located in California and be certified by the Department of General Services (DGS), Office of Small Business and DVBE Certification (OSDC). Should you have questions about small business certification, contact the OSDC at (916) 375-4940, or visit their Internet site: http://www.pd.dgs.ca.gov/smbus.

14. Disabled Veteran Business Enterprise (DVBE) Participation Requirements

Public Contract Code Section 10115 et seq. establishes a contract participation goal of at least three- percent for disabled veteran business enterprises (DVBE). This goal applies to a state agency's overall contracting program. State agencies have the discretion to apply the DVBE participation goal to individual contracts. **The DVBE** participation goal is **NOT** a requirement of this **RFP**.

B. SUBMISSION OF PROPOSALS

- 1. The original and five copies of the proposal must be enclosed in a sealed envelope with the name and address of the bidder. The lower left corner of the envelope should be plainly marked "PROPOSAL FOR THE PROVISION OF ALCOHOL AND OTHER DRUG OUTPATIENT TREATMENT SERVICES FOR LOW-INCOME WOMEN; SEALED BIDDO NOT OPEN, RFP 03-21." See Section IV for proposal format and content.
- 2. Proposals MUST be submitted either by mail or by personal delivery to:

California Department of Social Services Contracts Bureau, Room 700 Attention: Patrick M. McCarthy, Contract Officer 744 P Street, Mail Station 7-747 Sacramento, CA 95814

Proposals submitted to any other office will not be accepted.

3. ALL PROPOSALS MUST BE RECEIVED BY 3:00 P. M ON NOVEMBER 3, 2003, AT THE ADDRESS ABOVE. POSTMARKS OR FACSIMILE (FAX) TRANSMISSION WILL NOT BE ACCEPTED IN LIEU OF THIS REQUIREMENT. IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE PROPOSAL IS SUBMITTED BY THE TIME AND DATE, AND TO THE ADDRESS SPECIFIED IN THE RFP. CDSS WILL REJECT ANY PROPOSAL NOT MEETING THIS RFP REQUIREMENT.

Persons delivering proposals should allow extra time for visitor security procedures. You will need to provide the security personnel with the name and telephone number of the person you are visiting so that they may call for an escort.

C. REJECTION OF PROPOSALS

- Issuance of this RFP in no way constitutes a commitment by the CDSS to award a contract. CDSS reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP, if it is deemed to be in the best interest of the State of California to do so.
- 2. Failure to furnish all information requested in this RFP or to follow the requested proposal format may disqualify the proposal. Any exceptions to the scope of work required by this RFP **must** be explained in the proposal.

D. AWARD OF CONTRACT AND COMMENCEMENT OF WORK

1. The proposals will be evaluated in five separate cost categories based upon the amount of services the bidder elects to provide. Bidders may submit a proposal in only one of the following cost categories:

\$ 10,000 to \$ 50,000 \$ 50,001 to \$ 100,000 \$100,001 to \$ 150,000 \$150,001 to \$ 200,000 \$200,001 to \$ 300,000

Each cost category will be scored using the same method and criteria. At the conclusion of the scoring, the scores from each category will be merged into one list, and awards will be made to the highest scoring bidders.

- 2. Award of the contract is contingent on successful negotiation of a contract and successful resolution of any protests.
- Bidders should indicate in their proposals if they are willing or unwilling to accept a lesser amount than their proposed bid in the event they are deemed a successful bidder by CDSS and negotiations are necessary at a later date.
- 4. The successful bidder must agree to all terms and conditions of any resulting contract with CDSS as a condition of executing the contract.
- 5. The State of California shall have no contractual or other obligation to a bidder under any successfully negotiated contract until the contract has been signed by both parties and approved by the Department of General Services (DGS).

E. PROTEST OF CONTRACT AWARD

1. Proposers have five working days from the date of posting to protest the proposed award and to inform the Department of General Services (DGS) and CDSS. A letter of intent to protest must be received by DGS or CDSS within the five-day posting period. The letter of intent to protest may be

sent by regular mail, fax, courier or personal delivery. The letter of intent to protest should identify CDSS as the awarding agency, the RFP number, and the CDSS contact person. If any proposer files a notice of intent to protest the award of the contract, the contract will not be awarded until either the protest has been withdrawn or DGS has decided the protest.

- 2. Within five (5) calendar days after filing the letter of intent to protest, the protesting bidder must file with DGS and CDSS a full and complete written statement specifying the grounds for the protest. The grounds for protest are specified in Public Contract Code (PCC) Sections 10377 and 10378. The protest statement should include the bidder's fax number if there is one.
- 3. The detailed protest must be submitted to the following addresses and may be sent by regular mail, fax, courier or personal delivery:
 - a. Department of General Services Office of Legal Services Attention: Protest Coordinator 707 Third Street, 7th Floor West Sacramento, CA 95605 (916) 376-5080 FAX: (916) 327-3916
 - b. California Department of Social Services Attention: Chief, Contracts Bureau 744 P Street, M.S. 7-747 Sacramento, CA 95814 FAX: (916) 657-2362
- 4. **NO DETAILED PROTEST STATEMENTS WILL BE ACCEPTED AFTER 3:00P.M., ON NOVEMBER 21, 2003**. An oral protest will not be accepted, and it is the bidder's responsibility to ensure receipt by the date, time, and place indicated. A postmark will <u>not</u> be accepted as meeting the deadline requirement.

SECTION IV. PROPOSAL FORMAT AND CONTENT

In order to be considered for award, the bidder **must** supply all of the information requested in this section of the RFP. A proposal that fails to comply completely with these requirements will be deemed non-responsive by CDSS. CDSS, however, may waive any immaterial noncompliance that in CDSS' judgment does not compromise the overall purpose of the RFP. The proposal **must** include the sections listed below and **must** be submitted in the following format and order. An RFP Checklist, Attachment G, is provided for your use.

A. Proposal Format

- 1. The proposal should be prepared simply and economically providing a straight-forward and concise delineation of the bidder's ability to satisfy the requirements of this RFP. Fancy bindings, colored displays, and promotional materials are neither necessary, nor desired. Emphasis in the proposal should be on completeness and clarity of content. The evaluation process will not provide credit for capabilities or advantages, which are not clearly shown in the written proposal.
- 2. All proposals **must** be submitted with an <u>original and five copies</u>, on standard white paper, 8-1/2 inches by 11 inches in size, typed, double-spaced, with each page clearly and consecutively numbered.
- 3. The proposal must be submitted in the legal entity name of the bidder. The proposal **must** be signed by the bidder, a corporate officer, or an authorized agent of the bidder. **Signature facsimile stamps will not be accepted**.

B. Proposal Cover Letter and Statement of Intent to Meet RFP Requirements

A proposal Cover Letter and Statement of Intent to Meet RFP Requirements is provided herein as Attachment A. The bidder **must** complete and submit Attachment A as part of the proposal. Any exception(s) or condition(s) to the RFP by bidder **must** be indicated on this page.

C. TABLE OF CONTENTS

A Table of Contents **must** be provided that identifies all major sections of the proposal by page number. All exhibits and attachments must also be identified and referenced by page number.

D. BODY OF PROPOSAL

1. Bidder's Background and Experience

Provide a narrative describing the bidder's qualifications and experience in providing outpatient AOD treatment, aftercare and/or transitional housing services for low-income women, or how related experience demonstrates the bidder's ability to succeed in providing the services required by this RFP.

2. Proposed Methodology

a. Program Description

- (1) Include a clearly written explanation of the services the bidder will provide and how the bidder plans to perform the services listed in Scope of Work, Section II, Item B of this RFP.
- (2) Describe the geographic area in which the bidder plans to perform the services of this RFP.
 - (a) Include information indicating the availability of outpatient AOD treatment services for low-income women in the geographic area that the bidder plans to perform the services of this RFP.
 - (b) Indicate the number of low-income women currently served by your agency, total outpatient services client capacity and the number of low-income women on your waiting list.
 - (c) Provide any available documentation showing unmet need for outpatient services for low-income women in your geographical area.
- (3) Describe the following about your agency:
 - (a) Current substance abuse treatment outpatient, residential, and/or transitional services.
 - (b) Types of services to be offered through case management from this RFP.
 - (c) Describe protocols case managers or other staff will use to coordinate the various activities that may be required of the client.

Example: Anger management is part of the client's treatment plan. The agency providing this service requires the client to be at their site on Tuesday afternoon. However,

- CalWORKs requires the client to be at Job Club that day. How will this problem be prevented from occurring in the first place, or resolved at no penalty to the client?
- (d) Proposed service goals (i.e. how many women would you serve, in what capacity, for what period of time).
- (e) Plan to continue to provide these services after these funds are depleted or the contract period has been completed.
- (4) Identify and describe any additional services that will be provided or accessed <u>in addition</u> to those listed in Scope of Work, Section II. Item C.
- (5) Provide information on how potential program participants will be approached and encouraged to avail themselves of the services proposed under this RFP.
- (6) List and identify established links with the State and/or County Departments of ADP and County Welfare Departments.
 - List and identify established and anticipated links between the bidder and community-based organizations or local governmental agencies that will support outpatient treatment and "other" services (e.g. linkages with domestic abuse agencies) of this RFP.
- (7) Identify and describe any services that will be offered to the children of the program participants (e.g. childcare, recreational activities, etc.)

b. Transitional Housing and Aftercare Services

- (1) Identify and describe if the bidder will provide a transitional housing component for participants' who are enrolled in the program. (Note: transitional housing is an optional subcomponent; see Section II of this RFP).
- (2) If bidder is not providing transitional housing, identify and describe the housing options that are available in your geographic area for this population of women, and how the bidder will connect women to such services.
- (3) Identify and describe if the bidder will provide aftercare services, including case management for participants who have completed the outpatient treatment program (Note: aftercare services is an optional subcomponent - See Section II of this RFP).

- (4) If the bidder is not providing aftercare services, please identify and describe the aftercare options or services that are available in your geographic area that may be accessed by this population of women.
- (5) If the bidder is not providing aftercare supportive housing, identify and describe the housing options that are available in your geographic area for this population of women, and how your agency will connect women leaving this program to such services.
- (6) If the bidder has elected to provide the aftercare supportive housing component, include the information listed below.
 - (a) Discuss how the bidder will use the funds from this RFP to enhance any current supportive housing services that your agency provides to participants.
 - (b) Identify the percentage of overall funds that will be earmarked for the aftercare supportive housing and how many women can be served annually with this amount of funding.
 - (c) Identify how the bidder will perform outreach to owners of rental properties and/or housing agencies.
 - (d) Identify the eligibility criteria the bidder will use and how participants will be selected for participation in the aftercare supportive housing component.
 - (e) Identify and describe how the bidder will provide case management services to participants enrolled in the aftercare supportive housing component.
 - (f) Identify the length of time a participant will be allowed to participate in the aftercare supportive housing component and what criteria the bidder will use to determine the participant's end date.
 - (g) Identify the process that will be used to determine the amount of subsidy a participant may need. Also, identify the amount of funding the bidder will provide for rental security and/or cleaning deposits.
 - (h) Provide information on how the housing subsidy will be disseminated. Will the subsidy be in the form of a certificate or voucher program model, or some other type of program?

- (i) Describe if and how the bidder will use a sliding scale to provide funding for housing. (**NOTE**: Under no circumstances may direct funds be given to clients to pay for any services, including housing.)
- (j) Describe how the bidder will explore other funding streams/sources and/or services to assist participants with stabilizing their housing needs after the funds for housing are depleted or this program has ended.
- (k) List and identify established and anticipated links with community-based organizations or local government agencies that may be helpful in the provision of housing services.

c. Administration

- (1) Describe the method of record keeping the bidder will use and how the bidder will track and monitor participation and success rates in all of the program activities, including housing.
- (2) Separately identify and provide documentation identifying your current funding sources and amounts for residential, outpatient treatment, transitional, and other types of housing services (may use Attachment H to disclose this information).
- (3) If the bidder has identified potential funding sources that can be used during the course of, or following the expiration of, this contract please describe. The bidder may use Attachment H to provide this information and specify the difference between fund source types (e.g. current funding source vs. in-kind vs. potential source).
- (4) Winning bidders must use a portion of the awarded funds to hire an independent auditor to provide an annual fiscal audit of the program funded by this RFP. Please include this calculation in your proposed budget. The audit results must be submitted to CDSS within 30 calendar days of the end of your annual contract period.

3. References and Additional Documentation

a. Include reference letters from other agencies that currently provide funding to the bidder for AOD outpatient, and/or residential treatment services, transitional or permanent housing, and any other types of services that your clients are receiving (e.g. county alcohol and drug or social services agencies).

- b. Include a copy of the bidder's current certification and license from ADP to conduct business in California.
- c. If a bidder chooses to submit a proposal for outpatient AOD services and is <u>not</u> currently certified by ADP, the bidder must include a declaration that states that the outpatient program services will be certified by ADP within 120 days of accepting the contract award from CDSS, or the contract may be terminated.
- d. If offering transitional sober living, the bidder must include a copy of their registration with the California Association Addictions Recovery Resources (CAARR).
 - If <u>not</u> registered with CAARR, the bidder must include a declaration that states that the transitional sober living services will be registered within 120 days of accepting the contract award from CDSS, or the contract may be terminated.
- e. The bidder may provide additional letters of support from agencies that the bidder has formed collaborations with to provide services to women with substance abuse issues (e.g. domestic violence shelters, clothes closets, food banks, day care centers, other State, county, or local agencies, etc.).

4. Costs

All costs associated with the performance of the Scope of Work required in this RFP must be included in the format provided in Attachments C, D, and E. The cost format shall not be altered. The cost for services shall be for the entire term of the contract.

Proposals must include the following attachments:

- a. A signed and completed Bid Form (Attachment B);
- b. Budget Summary (Attachment C):
- c. Personnel Budget (Attachment D); and
- d. Budget Narrative (Attachment E).

SECTION V. SELECTION PROCESS AND EVALUATION CRITERIA

A. SECONDARY RFP EVALUATION PROCESS

Proposals shall be evaluated and contracts awarded in the following manner.

- All proposals shall be reviewed by the Contracts Officer to determine whether they meet the content and format requirements specified in the RFP.
- 2. All proposals meeting the format and content requirements shall then be submitted to an Evaluation Committee, which shall evaluate and score the proposals based on the selection and evaluation criteria specified in the RFP.
- 3. The proposals will be evaluated in five separate cost categories based upon the amount of services the bidder elects to provide. Bidders may submit proposals in one of the following cost categories:

\$ 10,000 to \$ 50,000 \$ 50,001 to \$ 100,000 \$100,001 to \$ 150,000 \$150,001 to \$ 200,000 \$200,001 to \$ 300,000

- Bidders should indicate if they are willing or unwilling to accept a lesser amount than their proposed bid in the event they are deemed a successful bidder by CDSS.
- 5. Each category will be scored using the same method and criteria. At the conclusion of the scoring, the scores from each category will be merged into one list and awards will be made to the highest scoring bidders.
- 6. CDSS will award a total of two million dollars (\$2,000,000) per fiscal year in contracts. The number of contract awards will depend upon the bid amount of the highest scoring proposals. If the highest scoring proposals are for larger bid amounts, fewer contracts will be awarded. If the highest scoring proposals are for smaller bid amounts, more contracts will be awarded.
- 7. The tentative awards will be posted and all proposals, including score sheets, will be available for public inspection during normal business hours at the conclusion of the Evaluation Committee scoring process.

B. Proposal Evaluation Criteria

Total Points Possible: **100**Maximum Points per Section

1. Bidder's Background and Experience

20

2. Proposed Methodology

45

Because of the Department's interest in developing outpatient AOD treatment services in residential programs, greater consideration will be given to proposals that will establish, significantly expand and/or maintain existing services in underserved areas.

Greater weight will be given to programs that seek to leverage additional new fund sources with those provided under this contract to establish, maintain or expand outpatient treatment services.

3. References and Documentation

5

30

4. Costs

The use of the RFP secondary method requires that cost points be allocated among the bidders. The allocation formula is as follows:

lowest bid amount ÷ current bid amount being evaluated x maximum costs points = points

Example of calculation using the formula:

<u>Bids</u>	<u>Allocation Formula</u>	<u>Points</u>
\$100 (lowest bid)	\$100/100 x 30 =	30.000
\$150	\$100/150 x 30 =	20.000
\$200	\$100/200 x 30 =	15.000

SECTION VI. CONTRACT INFORMATION

The following section contains a sample contract (STD 213), Scope of Work (Exhibit A), Budget Detail and Payment Provisions (Exhibit B), General Terms and Conditions (Exhibit C), Special Terms and Conditions (Exhibit D), Additional Provisions (Exhibit E), California Department of Social Services Confidentiality and Security Requirements for Contractors and Research Organizations (Exhibit E-Attachment 1), and Contractor Certification Clauses (CCC103)

- A. SAMPLE CONTRACT (STD 213)
- B. Scope of Work (Exhibit A)
- C. BUDGET DETAIL AND PAYMENT PROVISIONS (EXHIBIT B)
- D. GENERAL TERMS AND CONDITIONS (EXHIBIT C)
- E. Special Terms and Conditions (Exhibit D)
- F. ADDITIONAL PROVISIONS (EXHIBIT E)
- G. CALIFORNIA DEPARTMENT OF SOCIAL SERVICES CONFIDENTIALITY AND SECURITY REQUIREMENTS FOR CONTRACTORS AND RESEARCH ORGANIZATIONS (EXHIBIT E-ATTACHMENT 1)
- H. CONTRACTOR CERTIFICATION CLAUSES (CCC103)

SECTION VII. ATTACHMENTS

Attachment A Proposal Cover Letter and Statement of Intent to Meet RFP

Requirements

Attachment B Bid Form

Attachment C Budget Summary

Attachment D Personnel Budget

Attachment E Budget Narrative Format and Instructions

Attachment F Travel Rates

Attachment G RFP Checklist

Attachment H Summary of Contractor Contribution From Other Funding Sources or

In-Kind Resources

Attachment I Aftercare Supportive Housing Guidelines

STANDARD AGREEMENT

744 P Street, M.S. 7-747, Sacramento, CA 95814

SAMPLE CONTRACT

STD 213 (Rev 06/03)		AGREEMENT NUMBER	
		REGISTRATION NUMBER	
	the State Agency and the Contractor nam	ned below:	
STATE AGENCY'S NAME California Department of Social Service	es		
CONTRACTOR'S NAME			
The term of this Agreement is: January 1,	, 2004 through December 31, 2004		
3. The maximum amount sof this Agreement is: Contract at	nount in words		
 The parties agree to comply with the term part of the Agreement. 	ms and conditions of the following exhibits	which are by this reference made a	
Exhibit A – Scope of Work		XX pages	
Exhibit B – Budget Detail and Paymen	t Provisions	2 pages	
Exhibit C* – General Terms and Cond Check mark one item below as Exhibit	GTC - 103		
Exhibit - D Special Terms and Co	greement) 2 pages		
Exhibit E – Additional Provisions Attachment 1	1 page 7 pages		
Items shown with an Asterisk (*), are hereby incomes the transfer of the trans		greement as if attached hereto.	
IN WITNESS WHEREOF, this Agreement has	been executed by the parties hereto.		
CONTRA	CTOR	California Department of General Services Use Only	
CONTRACTOR'S NAME (if other than an individual, state who To Be Determined	ether a corporation, partnership, etc.)	·	
BY (Authorized Signature)	DATE SIGNED(Do not type)		
PRINTED NAME AND TITLE OF PERSON SIGNING			
ADDRESS			
STATE OF CA	ALIFORNIA		
AGENCY NAME			
California Department of Social Services BY (Authorized Signature)	DATE SIGNED(Do not type)		
	DATE GIGHED(DO NOLTYPE)		
PRINTED NAME AND TITLE OF PERSON SIGNING		Exempt per:	
Eva L. Lopez, Chief, Contracts Bureau			
ADDRESS			

EXHIBIT A (Standard Agreement)

SCOPE OF WORK

A. Contractor agrees to provide to the California Department of Social Services (CDSS) (type of service) as described herein:

(Give brief overview of services to be provided.)

- B. The services shall be performed at (location).
- C. The services shall be provided during (time frame i.e., working hours, Monday through Friday, except holidays).
- D. The project representatives during the term of this agreement will be:

California Department of Social Services To Be Determined

Name: Linda Horne Name: Phone: 657-3285 Phone:

- E. Contractor's Responsibilities:
 - 1. (Detail specific responsibilities of Contractor and State in similar outline format)

EXHIBIT B (Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The maximum amount payable under this agreement shall not exceed \$2,000,000.00. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):

2003/04 \$ 2004/05 \$

- 2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), CDSS agrees to pay the Contractor for said services in accordance with the rates specified.
- 3. Reimbursement for necessary travel expenses shall be made from funds within this Agreement and shall not exceed those applicable to excluded state employees under the current Department of Personnel Administration Regulation (DPA 599.619). Travel expenses must be itemized and submitted, along with supporting receipts and expense documentation, in a format approved by CDSS. The Program Contract Manager agrees to certify and maintain the documents substantiating travel and per diem for a period of three years after final payment of this Agreement. No travel outside the State of California by Contractor shall be reimbursed unless there is prior written authorization from CDSS.
- 4. Invoices shall include the Agreement Number RFP 03-21 and Index Code 1275, and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Department of Social Services Work Support Services Bureau 744 P Street, MS XX Sacramento, CA 95814 Attn: XXX

Any invoices submitted without the above referenced information may be returned to the Contractor for further re-processing.

B. State Budget Contingency Clause

- It is mutually agreed that if the Budget Act of the current year and/or any subsequent years
 covered under this Agreement does not appropriate sufficient funds for the program, this
 Agreement shall be of no further force and effect. In this event, CDSS shall have no liability to
 pay any funds whatsoever to Contractor or to furnish any other considerations under this
 Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- 2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

C. For Contract With Federal Funds

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

EXHIBIT B (Standard Agreement)

- 2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.
- 3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- 4. CDSS has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

D. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

E. Review

CDSS reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

F. Final Billing

Invoices for services must be received by CDSS within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first. The final invoice must include the statement "Final Billing."

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GTC 103

EXHIBIT C

GENERAL TERMS AND CONDITIONS

- 1. <u>APPROVAL</u>: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
- 2. <u>AMENDMENT</u>: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- 3. <u>ASSIGNMENT</u>: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
- 4. <u>AUDIT</u>: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
- 5. <u>INDEMNIFICATION</u>: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
- 6. <u>DISPUTES</u>: Contractor shall continue with the responsibilities under this Agreement during any dispute.
- 7. <u>TERMINATION FOR CAUSE</u>: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

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8. <u>INDEPENDENT CONTRACTOR</u>: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

- 9. <u>RECYCLING CERTIFICATION</u>: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)
- 10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

- 11. <u>CERTIFICATION CLAUSES</u>: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 103 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
- 12. <u>TIMELINESS</u>: Time is of the essence in this Agreement.
- 13. <u>COMPENSATION</u>: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- 14. <u>GOVERNING LAW</u>: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

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15. <u>ANTITRUST CLAIMS</u>: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
- 1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
- 16. <u>CHILD SUPPORT COMPLIANCE ACT</u>: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with, that:
- a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

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17. <u>UNENFORCEABLE PROVISION</u>: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.

18. <u>UNION ACTIVITIES</u> For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

- a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
- b) No state funds received under this agreement will be used to assist, promote or deter union organizing.
- c) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- d) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

EXHIBIT D (Standard Agreement)

SPECIAL TERMS AND CONDITIONS

A. <u>Dispute Provisions</u>

- 1. If the Contractor disputes a decision of the State's designated representative regarding the performance of this Agreement or on other issues for which the representative is authorized by this Agreement to make a binding decision, Contractor shall provide written dispute notice to the State's representative within 15 calendar days after the date of the action. The written dispute notice shall contain the following information:
 - a. the decision under dispute;
 - b. the reason(s) Contractor believes the decision of the State representative to have been in error (if applicable, reference pertinent contract provisions);
 - c. identification of all documents and substance of all oral communication which support Contractor's position; and
 - d. the dollar amount in dispute, if applicable.
- 2. Upon receipt of the written dispute notice, the State program management will examine the matter and issue a written decision to the Contractor within 15 calendar days. The decision of the representative shall contain the following information:
 - a. a description of the dispute;
 - b. a reference to pertinent contract provisions, if applicable;
 - c. a statement of the factual areas of agreement or disagreement; and
 - d. a statement of the representative's decision with supporting rationale.
- 3. The decision of the representative shall be final unless, within 30 days from the date of receipt of the representative's decision, Contractor files with the California Department of Social Services a notice of appeal addressed to:

California Department of Social Services 744 P Street, M.S. 7-747 Sacramento, CA 95814 Attention: Chief, Contracts Bureau

Pending resolution of any dispute, Contractor shall diligently continue all contract work and comply with all of the representative's orders and directions.

B. Termination Without Cause

This Agreement may be terminated without cause by the State upon 30 days written notice to the contractor.

C. <u>Debarment and Suspension</u>

For federally funded agreements in the amount of \$100,000 or more, the Contractor agrees to certify that he/she and their principals are not debarred or suspended from federal financial assistance programs and activities. Contractor agrees to sign and return to CDSS the "Certification regarding Debarment, Suspension, Ineligibility and voluntary Exclusion-Lower Tier Transactions". If applicable, a copy of this form is being forwarded to the Contractor with this Agreement. (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17).

D. <u>Certification Regarding Lobbying</u>

For Agreements with Contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of \$100,000 in federal funds from CDSS to perform services, the Contractor agrees to sign and submit to CDSS the 'Certification Regarding Lobbying' form which is being forwarded to the Contractor with this Agreement. (Section 1352, Title 31 of the U.S. Code).

EXHIBIT D (Standard Agreement)

E. <u>Computer Software Copyrights</u>

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

F. A-133 Audit

For any contract with a state or local agency, non-profit agency, or an institution of higher education containing at least \$500,000 of federal funds, the Contractor agrees to obtain an agency-wide, independent audit in accordance with the Federal Office of Management and Budget (OMB) Circular A-133 and to submit a complete copy of the final audit report to the project representative identified in Exhibit A, Scope of Work, within 90 days following the end of the contract term.

G. Priority Hiring

For any contract in excess of \$200,000, the Contractor is obligated to give priority hiring consideration in filling vacancies for positions funded by this contract to qualified recipients of aid under Welfare and Institution Code Section 11200. The requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation or hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

H. Subcontractors

(Applicable to agreements in which the Contractor subcontracts out a portion of the work) Nothing contained in this Agreement or otherwise shall create any contractual relationship between CDSS and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to CDSS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of CDSS to make payments to the Contractor. As a result, CDSS shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

EXHIBIT E (Standard Agreement)

ADDITIONAL PROVISIONS

A.	Contractor agrees to comply with CDSS Confidentiality and Security Requirements for Contractors and Research Organizations as described in Attachment 1.

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES CONFIDENTIALITY AND SECURITY REQUIREMENTS FOR CONTRACTORS AND RESEARCH ORGANIZATIONS

I. GENERAL REQUIREMENTS

The purpose of these requirements is to provide a framework for maintaining confidentiality and security of data compiled for the California Department of Social Services (CDSS) or its subcontractors. These data are the property of the CDSS. Definitions of commonly used terms relating to confidentiality and security of these data are provided. The responsibilities of the parties involved with the CDSS in the use of these data are identified.

II. DEFINITIONS

For the purposes of these requirements, the stated terms are defined as noted:

Aggregated--Aggregated, as used in this document, refers to a data output report that complies with the "rules and guidelines of aggregation" as noted in Section III. N.

Audit Trail--Systems information identifying source/location of access, date and time, user-id, targeted service and activity performed.

Confidential Data—Information, the disclosure of which is restricted or prohibited by any provision of law. Some examples of "confidential information" include, but are not limited to, public social services client information described in California Welfare and Institutions Code Section 10850, and "personal information" about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act (IPA) if the disclosure of the "personal information" is not otherwise allowed by the IPA. Confidential data are personal identifiers that include, but are not limited to, social security number, name, date of birth, address, race/ethnicity, and gender.

Confidential Identifiers -- are specific personal identifiers such as name, social security number, address and date of birth.

Contractor-- For the purposes of this document, the term "contractor' is used to describe an operating entity which contracts with CDSS or a research organization that enters into a Memorandum of Understanding (MOU) with CDSS for access to confidential data.

Information Assets—Information assets include anything used to process or store information, including (but not limited to) records, files, networks and databases; and information technology facilities, equipment (including personal computer systems), and software (owned or leased).

Information Security Incidents—Information Security incidents include, but are not limited to, the following: any event (intentional or unintentional) that causes the loss, damage to, destruction, or unauthorized disclosure of CDSS information assets. These incidents are classified in the following types: (1) viruses, (2) theft of CDSS information assets, (3) misuse of information assets, (4) destruction of information assets, (5) intrusions (electronic and physical), and (6) any other type of information security incident that does not fit into the previous categories.

Sensitive Data—Information maintained that requires special precautions to protect it from unauthorized modification or deletion. Sensitive information may be either public or confidential. Examples include statistical reports, financial reports and logon procedures.

III. DATA SECURITY

A. Redisclosure of the source, CDSS Confidential data

- All contractors seeking access to confidential CDSS data files must request access from the CDSS. Under no circumstances is the contractor to redisclose nor re-release source confidential CDSS data.
- Any persons not affiliated with the contractor nor included under this contract/MOU with the CDSS are to be referred to the CDSS to formally request access to the confidential data.

B. Data Security Requirements

- All contractors and their subcontractors are responsible for security of the CDSS data
- 2. All contractors and their subcontractors must ensure that electronic media that contains confidential or sensitive data is protected at the level of the most confidential or sensitive piece of data on the media.
- 3. All contractors and their subcontractors must comply with the Guidelines for Protection of Confidential and Sensitive Data, as follows:
 - Confirm the identity of any individual who has requested confidential or sensitive data.
 - b. When there is a business need to discuss confidential CDSS information within the office, discuss the information in an enclosed room, if possible.
 - c. Log off from all networked systems that contain confidential or sensitive CDSS information whenever you leave your work area for an extended period of time.
 - d. Take precautions to ensure that each fax containing confidential and sensitive CDSS materials was appropriately received.

4. Data Transmission

- a. Adequate steps must be taken to ensure the confidentiality of data transmission. Data transmitted over public networks must be encrypted using non-proprietary, secure, generally available encryption software.
- b. There are various methods to transfer confidential data that contain personal identifiers between the CDSS, contractors and subcontractors. These confidential data contain sensitive and confidential information including name, address, social security number, and administrative case number. The various methods for transfer of data include transfer on tape/cartridges or File Transfer Protocol (FTP). The information that follows will describe these methods of data transfer and preferred standards to ensure confidentiality of the data.

c. Data transferred via tape or cartridge

The CDSS requires that confidential data containing personal identifiers that are transferred on cartridges or tapes are encrypted. Additionally, the tapes and cartridges are delivered via a secure mail service, such as Federal Express or registered U.S. Mail.

d. Data transferred electronically

The CDSS requires that all FTP accounts that transfer confidential data with personal identifiers be highly restricted. These accounts must maintain an audit trail. These accounts are to be accessible to a limited number of contractor and/or subcontractor staff. No other accounts on contractor's and/or subcontractor's computers can have access to this account. The contractor and/or subcontractor is to maintain a current listing of the personnel who have access to the FTP account.

Additionally, all confidential data transferred from contractor and/or subcontractor machines are to be encrypted; there are no exceptions.

e. Data transferred via paper copy

The CDSS requires that paper copies of confidential data be mailed via a secure mail, such as Federal Express or registered U.S. Mail.

Additionally, the CDSS requires that paper copies of confidential data are stored in a locked file cabinet. Access to the key is to be highly restricted.

f. Working with intermediate files with confidential identifiers

Confidential identifiers are to be replaced with non-confidential identifiers as soon as possible in the processing of the CDSS data.

C. Network Security Requirements

The contractor is to provide the following electronic access measures at a minimum:

- 1. Provide a notification at initial logon that unauthorized access is prohibited by law.
- Provide an audit trail. This audit trail shall identify all accesses to the source file, success or failure of the access, the completion status of the access (e.g. "failed authentication," or "successful," or "user terminated") and the record and field modified.
- 3. Provide a method for verification of the individual accessing the system, such as user-id, Personal Identification Number (PIN), fingerprint, voiceprint, retinal print, or other appropriate verification method.
- 4. Limit access to data to those authorized employees of the contractor who have a functional requirement to use the data.
- 5. Provide the capability of revoking access from a user after three unsuccessful access

attempts.

 Have a security manual or package, which will adequately protect against loss or unauthorized (accidental or intentional) access, use, disclosure, modification, or destruction of data.

D. Storage of Confidential Data

The CDSS requires all media containing confidential information be stored in a secured area (a locked room or locked file cabinet). Keys to these locks are to be held by a limited number of contractor/subcontractor personnel.

E. Ownership and Destruction of Confidential Data

- The contractor and their subcontractors shall destroy all confidential data and derivatives not returned under provisions of the Contract when the use authorized under the Contract ends in accordance with approved methods of confidential destruction (via shredding, burning or certified or witnessed destruction). Destruction standards must be in accordance with the National Security Center Standards ("A Guide to Understanding Data Remanence in Automated Information Systems").
- 2. All data used, compiled, developed, processed, stored, or created under this Contract is the property of CDSS. All such data will either be returned to CDSS in an agreed upon format within 30 days of completion of the contract or destroyed. If the data is to be returned, the Contractor will provide the CDSS with the media and an inventory of the data and files being returned. If the data is to be destroyed, destruction must be by one of the following methods of confidential destruction: shredding; burning; or certified or witnessed destruction or degaussing of magnetic media. All computer sets containing individual identifiers shall be destroyed.

F. Contractor Staff

- 1. The contractor is obligated to ensure that confidential data are not accessible to former employees of the contractor.
- 2. It is the responsibility of the contractor to have a record of the access authorization for each individual employee that has access to the confidential data. The security systems administrator(s) must maintain an appointment/separation checklist for each employee which documents how access authorization was modified when any employee terminates employment or changes duties.

G. Information Security Incidents

 The contractor shall immediately notify the CDSS or its designated agent of any actual or attempted information security incidents, as defined above. Information security incidents must be reported by telephone to:

Sherland Jordan CDSS Information Security Officer California Department of Social Services (916) 657-3409

2. The contractor shall cooperate in any investigations of information security incidents.

H. Confidentiality Agreement

- 1. All staff of the contractor must sign a Confidentiality Agreement (see page 7).
- 2. The supervisor of the employee shall review the signed Confidentiality Agreement with the employee and document this review.
- 3. The signed original Confidentiality Agreement shall be submitted to the CDSS Project Representative.

I. Security Systems Administrator Duties

- 1. The contractor shall designate a single person as the security systems administrator. The name of the individual so designated shall be supplied to the CDSS.
- 2. The security systems administrator must have the ability to change or remove any computer access authorization of an individual having access to the system at any time.
- 3. The contractor must have security clearance procedures used to ascertain if the employee who performs the duties of the security systems administrator is a trusted person who has demonstrated in past jobs a capability to perform in this role. Additionally, these security clearance procedures must ascertain if the employee who performs the duties of security systems administrator has any criminal or past job background, which would call into question their ability to perform this role successfully.

J. Risk Analysis

The contractor must carry out a risk analysis with sufficient regularity to identify and assess vulnerabilities associated with all information assets owned, maintained, or used by the contractor, and define a cost-effective approach to manage such risks. Specific risks that must be addressed include, but are not limited to, those associated with accidental and deliberate acts on the part of employees and outsiders; fire, flooding, and electrical disturbances; and loss of data communications capabilities. The contractor shall advise the CDSS or its designated agent of any vulnerabilities that may present a threat to the information and of the specific safeguards for protecting the CDSS information. The contractor shall take the necessary steps to protect the data as a condition of the Contract.

K. Physical Access/Events

- Physical security measures must provide for the management control of physical access to information assets (including PC systems and computer terminals), the prevention, detection, and suppression of fires, and the prevention, detection, and minimization of water damage.
- Data shall be stored in a place physically secure from access, use, modification, disclosure, or destruction by an unauthorized person. Information in electronic format, such as magnetic tapes or discs, must be stored and processed in such a way that an unauthorized person cannot retrieve the information by computer, remote terminal or other means.

Contingency plans must be established and implemented in order to assure that
operations can be back to normal in minimum time after natural or man-made
disasters, unintentional accidents, or intentional acts such as sabotage. These plans
must include, but are not limited to, the regular backup of automated files and
databases, secure storage, recovery, and restarting planning procedures.

L. On-line Access

If the contractor develops on-line access, this on-line system must have adequate security measures. These measures must include, but are not limited to, the development of passwords and access controls to protect the security of the data from any individual who is not authorized to access with the data.

M. Rules of Disclosure

The contractor shall not disclose any individually identifiable information.

N. Rules and Guidelines of Aggregation

- The guiding principle of the rules of aggregation of data for the purposes of the CDSS confidential data is that no one will be able to discern an individual participant. The contractor shall interpret this principle to override the suggested rules and guidelines of aggregation in cases where the identity of an individual or employer might likely be interpreted even though the rules and guidelines of aggregation have been followed.
- 2. All reports developed by the contractor shall only contain aggregated data. No disaggregate data identifying participants or employers shall be released to outside parties or to the public.
- The data system of the contractor shall have prerelease edits, which shall not allow the production of data cells that do not comply with the Rules and Guidelines of Aggregation.
- 4. Minimum data cell size shall be five participants for any data table.

CONFIDENTIALITY AGREEMENT

I (please print),	an employee of (please print)
confidentiality requiremen	hereby acknowledge that the California Department of ublic assistance records and documents are subject to strict ts imposed by state and federal law including California Welfare and 10850 & 827, California Penal Code Section 11167.5, and ations (CFR) 205.50.
	ledge that my supervisor, or the data librarian, has reviewed with me of both state and federal laws including the penalties for breaches of
	ledge that my supervisor or the data librarian has reviewed with me urity policies of the CDSS.
	edge that my supervisor or the data librarian has reviewed with me ity and security of our organization.
I (initial) acknow confidential information is	ledge that unauthorized use, dissemination or distribution of CDSS a crime.
confidential records or sai	gree that I will not use, disseminate or otherwise distribute d documents or information either on paper or by electronic means nce of the specific research I am conducting.
	ree that unauthorized use, dissemination or distribution is grounds for my organization's contract/MOU with the CDSS and may subject me criminal.
Signed	

CCC-103

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County of	

CONTRACTOR CERTIFICATION CLAUSES

- 1. <u>STATEMENT OF COMPLIANCE</u>: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
- 2. <u>DRUG-FREE WORKPLACE REQUIREMENTS</u>: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1)

the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

- 3. <u>NATIONAL LABOR RELATIONS BOARD CERTIFICATION</u>: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)
- 4. <u>UNION ORGANIZING:</u> Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.
- 5. <u>CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:</u> Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. <u>CONFLICT OF INTEREST</u>: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations,

transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

- 2. <u>LABOR CODE/WORKERS' COMPENSATION</u>: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
- 3. <u>AMERICANS WITH DISABILITIES ACT</u>: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- 4. <u>CONTRACTOR NAME CHANGE</u>: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
- 6. <u>RESOLUTION</u>: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

- 7. <u>AIR OR WATER POLLUTION VIOLATION</u>: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
- 8. <u>PAYEE DATA RECORD FORM STD. 204:</u> This form must be completed by all contractors that are not another state agency or other government entity.

REQUEST FOR PROPOSALS (RFP) 03-21 PROPOSAL COVER LETTER AND STATEMENT OF INTENT TO MEET RFP REQUIREMENTS

TO: Patrick M. McCarthy, Contracts Officer California Department of Social Services

Contracts Bureau, Room 700 744 P Street, M.S. 7-747 Sacramento, CA 95814

SUBJECT: REQUEST FOR PROPOSALS (RFP) 03-21, FOR THE PROVISION OF ALCOHOL AND OTHER DRUG OUTPATIENT TREATMENT SERVICES FOR LOW-INCOME WOMEN

The subject proposal is submitted for consideration of award of contract for the anticipated term of January 1, 2004 through December 31, 2004.

NAME OF BIDDER (LEGAL ENTITY)	
NAME OF PARENT CORPORATION (IF APPLICABLE)	
STREET ADDRESS	
CITY, STATE, ZIP CODE	
CONTACT PERSON (TYPE OR PRINT)	(AREA CODE) TELEPHONE NUMBER
The Bidder's signature affixed hereon shall constitute the B	idder's intent to comply with all
requirements specified in the RFP.	
SIGNATURE OF PERSON AUTHORIZED TO SIGN BID	DATE SIGNED
NAME AND TITLE (PRINT OR TYPE)	

An original proposal, containing original signature, and five copies of the proposal are due in the Contracts Bureau of the California Department of Social Services by 3:00 p.m. on November 3, 2003. Proposals not received by the specified time, date and location shall be rejected. Postmarks or fax transmissions will not be accepted.

REQUEST FOR PROPOSALS (RFP) BID FORM

DATE ISSUED: October 1, 2003

BID NUMBER: RFP 03-21

BID DUE: November 3, 2003 4:00 p.m.

Purpose: In order to assure the State of California of a truly representative cost for services rendered, it is the intent of the California Department of Social Services (CDSS) to solicit formal competitive bids for the work described below.

Description of Services: To provide Alcohol and Other Drug Outpatient Treatment Services for Low-Income Women in accordance with Section II, Scope of Work, of RFP 03-21.

<u>Nondiscrimination Compliance Statement</u>: The prospective contractor's signature affixed hereon and dated shall constitute a certification, under penalty of perjury under the laws of the State of California, that the bidder has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 (a-f); and Title 2, CCR Section 8113.

The undersigned offers and agrees, if this bid is accepted within ____ calendar days (30 calendar days unless different period is inserted by bidder) from the date of bid opening or posting of tentative award, to furnish in accordance with the "Scope of Work" any and all of the services for the amount quoted.

FAX NUMBER
DATE SIGNED
\$

*Amount must be the same as "Total Expenditures" listed in Attachments C and E.

ATTACHMENT C BUDGET SUMMARY

For the Contract Term of January 1, 2004 through December 31, 2004

Bidder's Name	Contact Person
Address	Telephone Number () Area Code
BUDGET ITEM	TOTAL
PERSONNEL SERVICES	
Salaries, Wages and Fringe Benefits	
OPERATING/EQUIPMENT EXPENSES	
Travel	
Space	
Equipment Rental	
Furniture Rental	
Supplies	
Utilities	
Communications	
Printing	
Indirect Costs	
Fiscal Audit	
Other (please specify)	
SUBTOTAL - Operating/Equipment	
TOTAL - PERSONNEL & OPERATING/EQUIPMENT COSTS	
AFTERCARE SUPPORTIVE HOUSING	
Housing Costs	
TOTAL EXPENDITURES	

ATTACHMENT D PERSONNEL BUDGET

Bidder's Name			Contact Person			
Address	'ess		Telephone Number () Area Code		()	
Job Titles	Number of Budgeted Positions	Monthly Salary Rate	Number of Months Budgeted	Percent Rate*	Amount of Benefits	SUBTOTAL
			TOTAL F	PERSONI	EL SERVICES	

^{*} Enter the percentage of time that the budgeted staff will spend on this project.

ATTACHMENT E Budget Narrative Format

For the Contract Term of January 1, 2004 through December 31, 2004

The following format is to be used when completing the budget narrative.

	PERSONNEL SERVICES	Subtotal
1.	Salaries, Wages, and Fringe Benefits (if applicable)	1. \$
	OPERATING/EQUIPMENT EXPENSES	
2.	TRAVEL	2. \$
3.	SPACE	3. \$
4.	EQUIPMENT RENTAL (Specify)	4. \$
5.	FURNITURE RENTAL (Specify)	5. \$
6.	SUPPLIES (Office supplies only)	6. \$
7.	UTILITIES	7. \$
8.	COMMUNICATIONS	8. \$

ATTACHMENT E Budget Narrative Format (continued)

For the Contract Term of January 1, 2004 through December 31, 2004

9.	PRINTING	Subtotal
		9. \$
10.	INDIRECT COSTS	10. \$
11.	FISCAL AUDIT	11. \$
12.	OTHER (Specify items not included in any of the above.)	12. \$
13.	AFTERCARE SUPPORTIVE HOUSING COSTS (Specify only direct costs for housing deposits or subsidies)	13. \$
	TOTAL EXPENDITUR	ES: \$

INSTRUCTIONS for ATTACHMENTS C, D, AND E

All costs associated with the performance of the Scope of Work required in this RFP must be included in the format provided. The bid format shall not be altered. The costs for services shall be for the entire term of the contract.

Budget line-item costs should include the following:

1. Personnel Services (Attachment D)

Personnel services must detail the following items on the Personnel Budget form (Attachment D) and the total brought forward to the Budget Summary (Attachment C):

Job Title
Number of Budgeted Positions
Monthly Salary Rate
Number of Months Budgeted
Percent of time each staff member will spend in providing services
Fringe benefits (List cost detail of each benefit to be paid)

Full staff time (i.e., 100 percent of effort) is a minimum of an eight-hour day or a 40-hour week. Employees will be required to keep time records reflecting all hours worked on program-related activities.

2. Operating/Equipment Expenses

Operating/equipment expenses must detail the following items in the Budget Narrative (Attachment E) and the totals carried forward to the Budget Summary (Attachment C):

a. Travel Costs

Travel costs include the cost for lodging, food, commercial carrier fares, private car mileage allowance and incidental expenses incurred by personnel traveling on project-related activities. Indicate: types of transportation to be used, such as automobile, plane or public transportation; approximate mileage; and per diem costs plus any other travel expenses.

Any reimbursement for necessary travel and per diem expenses shall be at rates not to exceed those applicable to non-represented state employees under current Department of Personnel Administration rules and regulations or bidder must submit verification that such rates are not available to bidder. Refer to Attachment F for travel and per diem rates.

b. Space

Estimated costs for space may be based on the amount expected to be paid in rent. Where the facility is owned by the bidder, costs may be reimbursed on the basis of depreciation or a use allowance. When space is rented, indicate whether the charge also provides for services such as utilities or maintenance.

c. <u>Equipment Rental</u>

The CDSS will not purchase or provide for the lease/purchase of equipment for the bidder. Equipment must be provided by the bidder. The amount expected to be paid for the lease or rental of equipment must be included in the budget and receive prior approval from CDSS.

d. Furniture Rental

The criteria set forth in the previous paragraphs for budgeting equipment costs also apply to furniture.

e. Supplies

Office supplies costs such as paper, forms, folders, pens, pencils, etc.

f. Utilities

Utilities that are not provided with rental of space. They may include power, water, electricity, gas, etc.

g. Communications

Telephones, emails, facsimile, postage, etc. State the types of service to be used, number of telephones, basis for payment, etc.

h. Printing

Costs incurred specifically for the project are allowable and include printing, photocopying and other reproduction services.

i Indirect Costs

Include the rate and the amount of any indirect costs. If the bidder has an indirect cost rate (ICR) approved by federal agencies of the Department of Health and Human Services (DHHS) or other public grantors, a copy of the negotiation agreement should be submitted with the budget. All other ICRs must be fully explained and justified before a contract is approved.

j. Fiscal Audit

Amount paid annually to an independent financial auditor to provide a fiscal accounting review of the program that is funded by this RFP.

k. Other

Any expense not covered in the above categories must be identified, fully explained, and justified (e.g. transitional housing, specialized items, child care, percentage of agency insurance costs, urinallysis, subcontracting for services, program and/or evaluation, etc.).

I.

Aftercare Supportive Housing
Expenses incurred for the payment of rent deposits or housing subsidies.
This line item cannot exceed 20 percent or \$50,000, whichever is less, of the overall budgeted amount.

ATTACHMENT F TRAVEL RATES

CALIFORNIA DEPARTMENT OF PERSONNEL ADMINISTRATION Non-Represented Employee Reimbursement Rates for Travel (Rates revised July 1, 1997)

MEALS

Breakfast Up to \$6.00 (Only if travel begins at or before 6:00 a.m. or if travel ends at or after 3:00 p.m.) Lunch Up to \$10.00 (Only if travel is more than 24 hours and begin at or before 11:00 a.m. or if travel ends at or after 2:00 p.m.) Dinner Up to \$18.00 (Only if travel begins at or before 5:00 a.m. or if travel ends at or after 7:00 p.m.)

LODGING

Incidentals

Statewide, without a lodging receipt No lodging expenses can

Up to \$6.00

be claimed.

period.

For each full 24-hour

Statewide, with a lodging receipt

Actual lodging cost up to

\$84.00 per night plus taxes on entire cost of lodging rate. Lodging rates in excess of \$84.00 per night require prior approval by the appointing powers in

the CDSS.

MILEAGE

Use of private vehicles \$.34 cents per Non-reportable/Non-mile taxable

AIRFARE

Actual cost of airline ticket (coach only)

ATTACHMENT G REQUEST FOR PROPOSALS CHECKLIST

•	hecklist which identifies all items that <i>MUST</i> be submitted in your Space for check marks is provided in the left margin for your use.
A signed Requiren	Cover Letter and Statement of Intent to Meet RFP Requirements Proposal Cover Letter and Statement of Intent to Meet RFP nents, Attachment A, <i>MUST</i> be submitted with the original and four the proposal.
numbers	Contents MUST include a Table of Contents with corresponding page for each section of the proposal, including identification of any attachments or other materials.
Body of	Proposal
	Bidder's Background and Experience Bidder's background and experience in accordance with Section IV.D.1.
	Proposed Methodology Description of methods, tasks, and timelines that bidder will use to ensure services are delivered and utilized in accordance with Section IV.D.2.
	Summary of Contractor Contribution from Other Funding sources or In-Kind Resources, Attachment H.
	References and Additional Documentation Provide three (3) references and documentation of bidder's California licensed status in accordance with Section IV.D.3.
	Costs Budget documentation for the entire contract term in accordance with Section IV.D.4.
	RFP Bid Form, Attachment B
	Budget Summary, Attachment C
	Personnel Budget, Attachment D
	Budget Narrative, Attachment E

ATTACHMENT H SUMMARY OF BIDDER CONTRIBUTION FROM OTHER FUNDING SOURCES OR IN-KIND RESOURCES

SOURCE	DURATION	AMOUNT*	SPECIFY TYPE OF CONTRIBUTION**
TOTAL			
			

^{*} For contributions of in-kind resources provide the estimated value.

^{**} For contributions of in-kind resources identify the resources that are being contributed. Identify and specify other funding sources for your program/agency and the amount.

RFP 03-21

ATTACHMENT I AFTERCARE SUPPORTIVE HOUSING SERVICES

The bidder may use up to 20 percent of their overall budget or up to \$50,000, whichever is less, to provide housing for participants in aftercare supportive housing services. These funds are to be used solely for housing costs, cleaning and/or rental security deposits. Other aftercare services (e.g. case management) costs are to be calculated within the personnel section of the overall budget.

- Initially, the bidder may provide the housing subsidy for up to 12 months.
 Contingent upon the availability of subsequent funding and a contract
 amendment, the bidder may extend the funding for aftercare supportive
 housing, for the same participant, for an additional 12 months. No bidder may
 fund the same participant's housing costs for more than 24 months with funding
 provided through this RFP.
- These funds may be used for women who have completed the substance abuse outpatient treatment program, and need to secure or maintain a stable place to live.
- Contractors are prohibited from using the funding from this RFP for monetary subsidies paid directly to the participant.
- All assistance must be paid to the landlord or rental agency directly or the participant may be given a voucher or certificate that the landlord or rental agency may cash.

Parameters of Assistance

The selected bidders shall provide the following activities:

- Aftercare case management services to help clients secure government subsidized or private housing and shall monitor progress on an on-going basis to assess program outcomes.
- Coordination with relevant housing agencies and social service programs to determine additional services that the client may be eligible to receive.
- Flexible tenant-based rental assistance (i.e., similar to the U.S. Department of Housing and Urban Development's (HUD) programs as described below) that includes rental subsidies for individual households. For example, rent marketrate units with rental certificates and vouchers to help make up the difference between the amount a household can afford to pay for housing and local rent standards.
- Ensure that the participant has located and is residing in decent, safe, sanitary, and suitable publicly or private-owned housing.
- Provide budget counseling and training services to educate participants in maintaining a household.

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 May provide financial assistance with rent and security deposits. Security and rental deposits must be "reasonable" and consistent with local marketplace practices.

- Review participant's rent increases for reasonableness. The basis for rent reasonableness determinations criteria must be developed and documented.
- Develop occupancy standards that specify how the number of bedrooms needed by the household will be established.
- May provide funding for individual households from one to 12 consecutive months. Contingent upon subsequent funding and a contract amendment, the option to extend funding assistance for an additional 12 months may be offered to the participant.
- Conduct outreach to housing agencies and owners of rental property to stimulate their interest in the program and willingness to collaborate in the program.
- Use housing services funds to build or enhance their agency's current housing services.
- Explore funding for the purpose of continuing housing services after the funds from this RFP are depleted.
- Develop criteria to periodically re-exam the tenants' income, household size and composition to determine whether circumstances have changed.
- Administer this component directly or subcontract with an appropriate housing agency.

Model Programs

The following programs are the Department of Housing and Urban Development's (HUD) model programs that bidders may use as a guide for developing the aftercare supportive housing component and services

TBRA Certificate Program model: The tenants pay 30 percent of their monthly adjusted income toward rent. The TBRA assistance then makes up the gap between the tenant's payment and the actual rent for the tenant's unit.

TBRA Voucher Program model: The difference between 30 percent of the household's monthly adjusted income and the payment standard (the rent cost of moderately-priced units in the area) is calculated. This gap is then the constant amount of the monthly TBRA assistance. If the payment standard is set too low in relation to the actual cost of standard housing in the area, voucher participants may be unable to find housing. If the payment standard is set too high, more subsidies may be provided than is needed and therefore, not make the best use of limited funds.